

Receipt Number

562832

18

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE, AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA; and
WILLIAM ENGLISH; GERALD M.
SYKES; LARRY J. SCOTT; and
BEVERLY JENNINGS, on behalf of
themselves and all other persons similarly
situated,

Case: 2:07-cv-14310
Assigned To: Cleland, Robert H
Referral Judge: Pepe, Steven D
Filed: 10-11-2007 At 12:57 PM
CMP INTL UNION ET AL V. CHRYSLER (D
A)

CLASS ACTION

Plaintiffs,

v.

CHRYSLER LLC

Defendant.

COMPLAINT AND JURY DEMAND

Plaintiff International Union, United Automobile, Aerospace, and Agricultural
Implement Workers of America ("UAW"), by its attorneys Bredhoff & Kaiser, P.L.L.C., Daniel
Sherrick, and Michael Saggau, and Plaintiffs William English, Gerald M. Sykes, Larry J. Scott,
and Beverly Jennings (the "Class Representatives"), on behalf of themselves and all other
persons in the proposed class described in this Complaint, by their attorneys, Stember, Feinstein,
Doyle & Payne, LLC, complain against Defendant Chrysler LLC ("Chrysler") as follows:

1. This action is brought as a class action by the Class Representatives on behalf of
themselves and a similarly situated class of retirees, spouses, surviving spouses, and dependents
pursuant to Rule 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure, and by the UAW,

the collective bargaining representative of relevant employees of Chrysler and party to the collective bargaining agreements that establish rights to health benefits following retirement.

2. This is an action for a declaratory judgment pursuant to 28 U.S.C. § 2201 and 28 U.S.C. § 2202, for the purpose of determining a question in actual controversy between the parties, as more fully set forth below.

3. Count I is brought by all plaintiffs under § 301 of the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 185. It seeks a declaration that rights to retiree health care benefits provided for under collective bargaining agreements between Chrysler and the UAW cannot be unilaterally terminated or modified by Chrysler, and a permanent injunction prohibiting such termination or modification.

4. Count II is brought by the Class Representatives under § 502(a)(1)(B) and (a)(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1132(a)(1)(B) and (a)(3). It seeks a declaration that rights to retiree health care benefits provided for under Chrysler's employee welfare benefit plan cannot be unilaterally terminated or modified by Chrysler, and a permanent injunction prohibiting such termination or modification.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Count I under § 301 of the LMRA, 29 U.S.C. § 185, and over Count II under § 502(c)(1) and (f) of ERISA, 29 U.S.C. § 1132 (e)(1) and (f). Venue in this judicial district is proper under § 301 of LMRA, 29 U.S.C. § 185, and § 502(e)(2) of ERISA, 29 U.S.C. § 1132(e)(2).

PARTIES

6. Plaintiff and Class Representative William English is an adult resident of Detroit, Michigan. Until his retirement in December 1975, plaintiff English was employed by Chrysler in

Detroit, where he was a member of a bargaining unit represented by the UAW. Under the terms of the collective bargaining agreement between Chrysler and the UAW applicable at the time of his retirement, plaintiff English and his spouse and dependents are entitled to retiree health care benefits as set forth in this Complaint. After his retirement from Chrysler, plaintiff English was elected by his fellow retirees to serve as chairperson of a retiree chapter covering retirees from his local union..

7. Plaintiff and Class Representative Gerald M. Sykes is an adult resident of Calvert City, Kentucky. Until his retirement in 1994, plaintiff Sykes was employed by Chrysler, first at its Warren, Michigan, location and then at its Centerline, Michigan, location, where he was a member of bargaining units represented by the UAW. Under the terms of the collective bargaining agreement between Chrysler and UAW applicable at the time of his retirement, plaintiff is entitled to retiree health care benefits as set forth in this Complaint. After his retirement from Chrysler, plaintiff Sykes was elected by his fellow retirees as chairperson of the Western Kentucky Retired Workers Council covering retirees from his region.

8. Plaintiff and Class Representative Larry J. Scott is an adult resident of Kokomo, Indiana. Until his retirement in 1996, plaintiff Scott was employed by Chrysler in Kokomo, where he was a member of a bargaining unit represented by the UAW. Under the terms of the collective bargaining agreement between Chrysler and UAW applicable at the time of his retirement, plaintiff Scott and his spouse are entitled to retiree health care benefits as set forth in this Complaint. After his retirement from Chrysler, plaintiff Scott was elected by his fellow retirees as chairperson of a retiree chapter covering retirees from his local union.

9. Plaintiff and Class Representative Beverly Jennings is an adult resident of Hardin, Kentucky, and is the surviving spouse of Lewis Jennings, now deceased. Until his

retirement in 1991, Lewis Jennings was employed by Chrysler in Fenton, Missouri, where he was a member of a bargaining unit represented by the UAW. Under the terms of the collective bargaining agreement between Chrysler and UAW applicable at the time of his retirement, Lewis Jennings' surviving spouse (Plaintiff Beverly Jennings) is entitled to retiree health care benefits as set forth in this Complaint.

10. Plaintiff UAW is a labor organization within the meaning of § 2(5) of the National Labor Relations Act ("NLRA"), 29 U.S.C. § 152(5), which *inter alia* represents certain Chrysler employees in collective bargaining. The UAW's principal offices are located at 8000 East Jefferson Avenue, Detroit, Michigan 48214. The UAW has negotiated a series of collective bargaining agreements with Chrysler, under the terms of which Chrysler retirees and their spouses, surviving spouses, and dependents are entitled to retiree health care benefits, as set forth in this Complaint.

11. Defendant Chrysler is a Delaware corporation with its principal offices located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. Chrysler also has extensive operations within this judicial district. Chrysler was at all times relevant hereto an "employer" within the meaning of § 2(2) of the NLRA, 29 U.S.C. § 152(2), and § 3(5) of ERISA, 29 U.S.C. § 1002(5), as well as "plan sponsor" and "administrator," within the meaning of § 3(16)(A)-(B) of ERISA, 29 U.S.C. § 1002(16)(A)-(B), of the employee welfare benefit plan through which the retiree health care benefits at issue in this litigation are provided. Chrysler is sued in its capacities as (a) party to the collective bargaining agreements with the UAW that established its obligation to provide retiree health care benefits, and (b) plan sponsor and plan administrator of the employee welfare benefit plan through which such benefits are provided.

CLASS ACTION ALLEGATIONS

12. The Class Representatives bring this class action on behalf of themselves and a class of former employees of Chrysler who were represented by the UAW in collective bargaining and who retired from Chrysler, having met the requirements in effect at their retirement for retiree health care benefits specified in the applicable collective bargaining agreement, as well as the spouses, surviving spouses, and dependents of those former employees who are also entitled to such benefits (the "Class").

13. The exact number of members of the Class identified in the preceding paragraph is not presently known, but is approximately 125,000 and is so numerous that joinder of the individual members in this action is impracticable.

14. The health care benefits to which Class members are entitled pursuant to the collective bargaining agreements under which they retired are essentially identical for all members of the Class, regardless of the date or location of their retirement.

15. There are common questions of law and fact in this action that relate to and affect members of the Class, as set forth below in Counts I and II of this Complaint.

16. The relief sought is common to the entire Class, as set forth below in the "Relief Requested" section of this Complaint.

17. The claims of the Class Representatives are typical of the claims of the Class they represent, in that the claims of all members of the Class, including the Class Representatives, are that Defendant Chrysler is obligated under LMRA § 301 and ERISA to provide them with vested retiree health care benefits, under the terms of collective bargaining agreements negotiated between the UAW and Chrysler, and that Chrysler cannot unilaterally

terminate or modify those benefits. There is no conflict between any Class Representative and other members of the Class with respect to this action.

18. The Class Representatives are able to, and will, fairly and adequately protect the interests of the Class. The attorneys for the Class Representatives are experienced and capable in the field of labor law and ERISA and have successfully prosecuted numerous class actions of a similar nature.

19. This action is properly maintained as a class action under Federal Rule of Civil Procedure 23(b)(2), in that Chrysler has acted on grounds generally applicable to the Class by announcing that it will make unilateral changes in the retiree health care benefits it is obligated to provide to Class members, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to the Class as a whole.

FACTS

20. Pursuant to the terms of the collective bargaining agreements negotiated with Chrysler by the UAW, Chrysler is obligated to provide certain retiree health care benefits to the Class Representatives and the Class, and may not unilaterally terminate or modify those benefits.

21. The collectively bargained arrangement described above, pursuant to which retiree health care benefits are provided to the Class Representatives and the Class, is an "employee welfare benefit plan" within the meaning of § 3(1) of ERISA, 29 U.S.C. § 1002(1). The Class Representatives and the members of the Class are "participants" in the employee welfare benefit plan, within the meaning of § 3(7) of ERISA, 29 U.S.C. § 1002(7).

22. The terms of the employee welfare benefit plan require that Chrysler provide certain vested retiree health care benefits to the Class Representatives and the Class members. Under the terms of the plan, Chrysler may not unilaterally terminate or modify those benefits.

23. Chrysler has asserted the right to make unilateral reductions in the health care benefits it is obligated to provide to its retirees and their spouses and surviving spouses and dependents under the collective bargaining agreements and the employee welfare benefit plan referred to above. Chrysler has asserted that will make unilateral changes in that retiree health care in the near future.

24. While Chrysler has not revealed the specifics of the unilateral reductions it intends to make, Chrysler's intent to make those unilateral reductions is imminent.

COUNT I
Violation Of Collective Bargaining Agreement
LMRA § 301

25. Plaintiffs re-allege and incorporate by reference all preceding allegations in this Complaint as though fully set forth in this Count I.

26. Chrysler's stated intention to make unilateral changes in the retiree health care benefits it is obligated to provide to Class Representatives and the Class under the terms of the collective bargaining agreements described above constitutes an anticipatory repudiation of that contractual obligation.

27. Chrysler's breach of its collective bargaining agreements is actionable in this Court under LMRA § 301, 29 U.S.C. § 185.

COUNT II
Violation Of Employee Welfare Benefit Plan
ERISA § 502(a)(1)(B) and (a)(3)

28. Plaintiffs re-allege and incorporate by reference all preceding allegations in this Complaint as though fully set forth in this Count II.

29. Chrysler's stated intention to make unilateral changes in the retiree health care benefits it is obligated to provide to Class Representatives and the Class under the terms of the

employee welfare benefit plan constitutes an anticipatory repudiation of its obligations as plan sponsor and administrator of the plan.

30. Chrysler's repudiation of the terms of the employee welfare benefit plan is actionable in this Court under ERISA § 502(a)(1)(B) and (a)(3), 29 U.S.C. § 1132(a)(1)(B) and (a)(3).

PROPRIETY OF DECLARATORY RELIEF

31. For the reasons stated above, there exists an actual controversy between Plaintiffs (and the Class the Class Representatives represent) and Defendant Chrysler, which controversy can be resolved by a judgment of this Court. Chrysler has declared that it will reduce retiree health care benefits provided to the Class Representatives and Class members in the near future. The UAW and the Class Representatives assert that those benefits may not be unilaterally terminated or modified, and that Chrysler's announced intention of unilaterally reducing those benefits would be in violation of the collective bargaining agreements and the terms of the employee welfare benefit plan, as set forth above in Counts I and II.

RELIEF REQUESTED

WHEREFORE, Plaintiffs respectfully request that this Court:

A. Certify this action as a class action, appoint Plaintiffs William English, Gerald M. Sykes, Larry J. Scott, and Beverly Jennings as Class Representatives, and appoint Feinstein, Doyle & Payne LLC as counsel for the Class.

B. Declare that the retiree health care benefits set forth in the applicable collective bargaining agreements between Chrysler and UAW, and in the employee welfare benefit plan may not be unilaterally terminated or modified by Chrysler.

C. Permanently enjoin Chrysler from terminating or modifying the benefits required to be provided to the Class Representatives and the Class under the terms of the applicable collective bargaining agreements and the employee welfare benefit plan.

D. Award the Class Representatives and Class members such benefits, pursuant to the terms of the collective bargaining agreements and the employee welfare benefit plan, and/or monetary damages, as necessary to restore them to the position in which they would have been but for Chrysler's contractual and statutory violations.

E. Award Plaintiffs their reasonable attorney's fees and costs incurred in this action.

F. Grant such further relief as may be deemed necessary and proper.

JURY DEMAND

Plaintiffs request a jury trial of all issues so triable.

Respectfully submitted,

Julia Clark (w/consent)
JULIA PENNY CLARK (DC Bar 229609)
jpcclark@bredhoff.com
CHARLOTTE GARDEN (DC Bar 489040)
cgarden@bredhoff.com
Bredhoff & Kaiser, P.L.L.C.
805 Fifteenth Street, N.W.
Suite 1000
Washington, DC 20005
(202) 842-2600
Fax: (202) 842-1888

Michael Saggau
DANIEL W. SHERRICK (37171)
dsherrick@uaw.net
MICHAEL F. SAGGAU (P35326)
msaggau@uaw.net
8000 East Jefferson Avenue
Detroit, MI 48214
(313) 926-5216
Fax: (313) 822-4844

Counsel for Plaintiff UAW

William T. Payne (w/consent)
WILLIAM T. PAYNE (PA Bar 38083)
wpayne@stargate.net
Stember Feinstein Doyle & Payne, LLC
Pittsburgh North Office
1007 Mt. Royal Boulevard
Pittsburgh, PA 15222
(412) 492-8797

John Stember (w/consent)
JOHN STEMBER (PA Bar 23643)
jstember@stemberfeinstein.com
EDWARD J. FEINSTEIN (PA Bar 29718)
efeinstein@stemberfeinstein.com
PAMINA EWING (PA Bar 59244)
pewing@stemberfeinstein.com
STEPHEN M. PINCUS (PA Bar 88976)
spincus@stemberfeinstein.com
Stember Feinstein Doyle & Payne, LLC
1705 Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219
(412) 338-1445

Counsel for Plaintiffs William English,
Gerald M. Sykes, Larry J. Scott, and Beverly
Jennings

Dated: October 10, 2007

JS 44 (Rev. 1-2004)

CIVIL COVER SHEET County in which this action arose Wayne

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<p>I. (a) PLAINTIFFS International Union, United Automobile Aerospace & Agricultural Implement Workers of America and William English, Gerald Sykes, Larry Scott & Beverly Jennings (b) County of Residence of First Listed Plaintiff Wayne ^(EXCEPT IN U.S. PLAINTIFF CASES) Daniel Sherrick & Michael Saggau (for UAW), 8000 E. Jefferson Ave, Detroit, MI 48214 (313)926-5216</p>	<p>DEFENDANTS Chrysler LLC County of Residence of First Listed Defendant Oakland ^(IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p>
<p>(c) Attorney's (Firm Name, Address, and Telephone Number) William T. Payne, 1007 Mt. Royal Blvd. Pittsburgh, PA 15223 (412)492-8797 (for English, Sykes, Scott and Jennings)</p>	
<p>II. BASIS OF JURISDICTION (Select One Box Only)</p> <p><input checked="" type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 2 U.S. Government Defendant</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Select One Box for Plaintiff)</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p> <p>Case: 2:07-cv-14310 Assigned To: Cleland, Robert H Referral Judge: Pepe, Steven D Filed: 10-11-2007 At 12:57 PM CMP INT'L UNION ET AL V. CHRYSLER (D A)</p>

<p>IV. NATURE OF SUIT (Select One Box Only)</p> <p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Definitited Student Loans (Incl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchises</p> <p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Real Lease & Ejectment <input type="checkbox"/> 240 Tort to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property</p>	<p>TORTS</p> <p><input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employees' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury</p> <p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights</p>	<p>CRIMINAL/PENALTY</p> <p><input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 383 Property Damage Product Liability</p> <p>PRISONER PETITIONS</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence Habens Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 533 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Prod & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1990) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(a))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 410 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 410 Banks and Banking <input type="checkbox"/> 410 Commerce <input type="checkbox"/> 410 Deportation <input type="checkbox"/> 410 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 410 Computer Credit <input type="checkbox"/> 410 Cable/Sat TV <input type="checkbox"/> 410 Selective Service <input type="checkbox"/> 410 Securities/Commodities/ Exchange <input type="checkbox"/> 415 Customer Challenge 12 USC 3410 <input type="checkbox"/> 210 Other Statutory Actions <input type="checkbox"/> 211 Agricultural Act <input type="checkbox"/> 212 Economic Stabilization Act <input type="checkbox"/> 213 Environmental Matters <input type="checkbox"/> 214 Energy Allocation Act <input type="checkbox"/> 215 Freedom of Information Act <input type="checkbox"/> 216 Appeal of Fee Determination Under Access to Justice <input type="checkbox"/> 217 Constitutionality of State Statutes</p>
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<p>V. ORIGIN (Select One Box Only)</p> <p><input checked="" type="checkbox"/> 1 Original Proceeding</p>	<p><input type="checkbox"/> 2 Removed from State Court</p>	<p><input type="checkbox"/> 3 Remanded from Appellate Court</p>	<p><input type="checkbox"/> 4 Reinstated or Reopened</p>	<p><input type="checkbox"/> 5 Transferred from another district (specify) _____</p>	<p><input type="checkbox"/> 6 Multidistrict Litigation</p>	<p><input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge</p>
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
ERISA 29 USC Sec 1001 et seq and LMRA 29 USC Sec 141 et seq.

Brief description of cause:
Action for retiree health care benefits

<p>VII. REQUESTED IN COMPLAINT:</p> <p><input checked="" type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23</p>	<p>Demands Unknown Amount</p>	<p>CHECK YES only if demanded in complaint: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>VIII. RELATED CASE(S) IF ANY</p> <p>(See instructions):</p>	<p>JUDGE</p>	<p>DOCKET NUMBER</p>
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<p>DATE 10/11/07 FOR OFFICE USE ONLY</p>	<p>SIGNATURE OF ATTORNEY OF RECORD Michael Saggau</p>
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<p>RECEIPT #</p>	<p>AMOUNT</p>	<p>APPLYING IFF</p>	<p>JUDGE</p>	<p>MAG. JUDGE</p>
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PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Yes
 No

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

Yes
 No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :
